

LEGISLATIVE BRANCH • CITY OF BINGHAMTON

Tom Scanlon, City Council President Leighton Rogers, City Clerk

CITY COUNCIL WORK SESSION AGENDA 2nd Floor Atrium, 38 Hawley St, Binghamton 6pm Monday, April 20, 2020

Time	Committee	Chair	RL/Topic	Pages	Presenter(s)
6:00pm	Finance	Strawn	*RL20-86: Correct budget lines for 5 resolutions adopted on December 18, 2019, regarding ESF funding RL20-88: Amend the 2020 budget to accept additional FY45 funds from the U.S. Department of Housing and Urban Development	1-5	Stephen Carson
6:10pm	Finance	Strawn	RL20-89: Parking ramp condition assessment	6-18	Ray Standish
6:15pm	Finance	Strawn	RL20-87: One year agreement extension in conjunction with a one year lease extension from the BLDC and the IDA with Boscovs	19-22	Jared Kraham
6:20pm			Pending Legislation: RL20-68: Amend 2019 BJCJSB budget to increase appropriations for reimbursement of City's local system costs RL20-70: Authorize the Mayor to enter into an agreement with Enterprise Community Partners for the use of FY45 Home CHDO funding for rehabilitation of multiple properties RL20-72: Sale of 125 Conklin Ave to Park Diner LLC for \$11,000 RL20-73: Approval for change order No.3 in the amount of \$98,535 RL20-75: Additional funds for GHD for Work Order 07, Amendment No.4 in the amount of \$75,300 RL20-80: Agreement with Whitham Planning & Design for the 2020 Landscape Architecture Term Agreement RL20-81: Agreement with Broome-Tioga Stormwater Coalition for Mapping services RL20-82: Agreement with Broome-Tioga Stormwater Coalition to continue Federal Phase II MS4 Stormwater Regulation Implementation RL20-85: Authorize the sale of 22 Charles St to Bowers		Lee Rogers

COMMITTEE REPORTS

*Please Expedite for Next Business Meeting



Legislative Branch



City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

	·					
Request submitted by:	Request submitted by: Stephen Carson					
Title/Department:	Manager, HUD Administration					
Contact Information:	(607) 772-7028					
	<u>]</u>	RL Information				
Proposed Title:	A RESOLUTION TO	O CORRECT BUI	OGET LINES FOR	R FIVE RESOLUTIONS		
ADOPTED ON DECEM	BER 18, 2019, REGA	ARDING ESG FU	NDING			
Suggested Content:	On December 18, 20	019, various ESG	Resolutions were	e adopted with incorrect		
budget lines. These nee	d to be corrected.					
	Add	itional Informat	ion			
Does this RL concern gra	ant funding?		Yes □	No 🗷		
If 'Yes', is the required I	RL Grant Worksheet	attached?	Yes □	No ⊠		
Is additional information	related to the RL att	ached?	Yes 🗷	No □		
Is RL related to previous	ly adopted legislation	n?	Yes □	No ⊠		
If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): See attached.						
Mayor:						
Comptroller:						
Corporation Counsel:						
Finance 🌠 Plannii	ng 🗆 MPA 🗆	PW/Parks □	Employees	Rules/Special Studies		

A RESOLUTION TO CORRECT BUDGET LINES FOR FIVE RESOLUTIONS ADOPTED ON DECEMBER 18, 2019, REGARDING ESG FUNDING

WHEREAS, on December 18, 2019, City Council adopted various Resolutions regarding allocations of Emergency Solutions Grant ("ESG") funding; and

WHEREAS, budget lines for five of the allocations are incorrect; and

WHEREAS, these corrections do not amend the Agency, the amount allocated, or purpose of the allocations; and

WHEREAS, City Council wishes to make these corrections.

NOW, THEREFORE, the Council of the City of Binghamton, duly convened in regular session, does hereby:

RESOLVE that the City Clerk is authorized and directed to correct budget lines for five Resolutions adopted on December 19, 2019, as follows:

Agency	Amount	Permanent Resolution Number	Delete Incorrect Funding Line	Insert Correct Funding Line
Catholic Charities	\$15,500.00	19-115		CG6142.533550.CGY45 (ESG-Program Funds)
Volunteers of America	\$10,000.00	19-116		CG6142.533550.CGY45 (ESG-Program Funds)
YWCA (Street Outreach)	\$26,805.04	19-117		CG6142.533550.CGY45 (ESG-Program Funds)
YWCA (Emergency Shelter)	\$37,694.96	19-118		CG6142.533550.CGY45 (ESG-Program Funds)
Family Enrichment Network	\$61,773.00	19-119		CG6142.533550.CGY45 (ESG-Program Funds)

and be it further,

Resolved, that this Resolution will take effect immediately.

Legislative Branch

RL Number: 20 - 88

Date Submitted: 4 | 17 | 14

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	Applicant	Information						
Request submitted by:	Jared M. Kraham / Stepher	n Carson						
Title/Department:	Citle/Department: Office of the Mayor / HUD Manager							
Contact Information: (607) 772-7001 / 772-7028								
	RL Info	ormation_						
Proposed Title:	AN OPPINANCE TO AMEND THE COOR PURCET TO ACCEPT APPLICANCE							
FY45 FUNDS FROM TH	HE U.S. DEPARTMENT OF	HOUSING AND URBAN	l					
DEVELOPMENT RELA	TED TO THE COVID-19 PA	NDEMIC						
Suggested Content:	To be drafted by Counsel.							
-	e a Hached	8 ga						
	Additional	Information						
Does this RL concern gra	int funding?	Yes □	No ⊠					
If 'Yes', is the required R	L Grant Worksheet attache	d? Yes □	No ⊠					
Is additional information	related to the RL attached?	Yes □	No 🗷					
Is RL related to previously adopted legislation? Yes □ No No ✓								
If 'Yes', please provide P	ermanent Ordinance/Resolu	ntion/Local Law number((s):					
Mayor: Comptroller: Corporation Counsel:	OFFICE I	USE ONLY						
Finance ✓ Plannin	g MPA PW/Pa	rks Employees	Rules/Special Studies					

<u>Amount</u>	Budget Line
\$1,140,260	CD44960.CVY45 (FED AID-EMDISASST) [Revenue]
57,013	CD8760.535001.CVY45 (EDW-ADMIN) [Expense]
1,083,247	CD8760.535002.CVY45 (EDW-PROGRAM) [Expense]
577,638	CG44960.CVY45 (FED AID-EMDISASST) [Revenue]
28,881	CG8760.535001.CVY45 (EDW-ADMIN) [Expense]
548,757	CG8760.535002.CVY45 (EDW-PROGRAM) [Expense]

HUD COVID-19 Accounts

<u>Org</u>	Object	Project	Description	Amounts
CD	44960	CVY45	FED AID-EMDISASST	1,140,260
CD8760	535001	CVY45	EDW-ADMIN	57,013
CD8760	535002	CVY45	EDW-PROGRAM	1,083,247
CG	44960	CVY45	FED AID-EMDISASST	577,638
CG8760	535001	CVY45	EDW-ADMIN	28,881
CG8760	535002	CVY45	EDW-PROGRAM	548,757



Legislative Branch



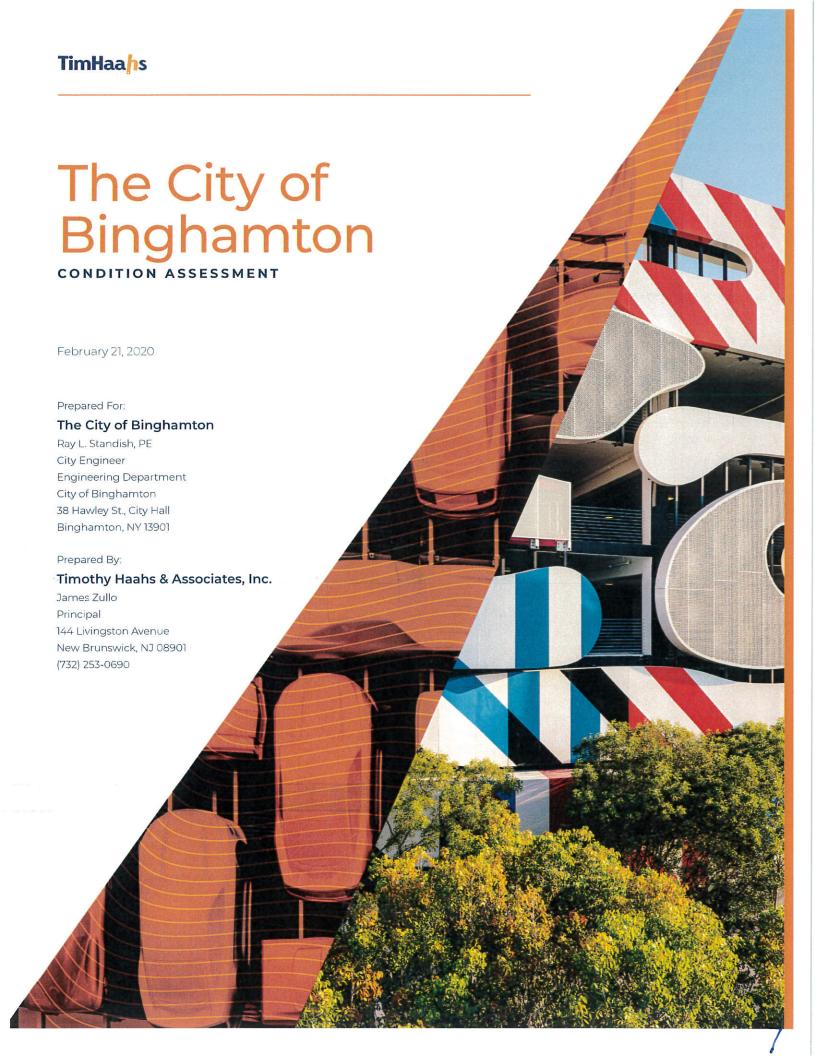
City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

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Applicant Information

Request submitted by:	Rav L Standish. PE	≣				
Title/Department: City Engineer/Engineering Department						
Contact Information: 607-772-7007						
	į	RL Information				
Proposed Title:	Parking Ramp Cond	dition Assessmen	ts		_	
/	1				_	
Suggested Content:	A Resolution to auth	norize the Mayor	to enter into an a	greement with TimHaas	Assoc	
to perform condition ass	sessments for City pa	arking ramps, this	is a NYS require	ement.		
Budget Line: H5650.59	0043					
					_	
	Add	litional Informa	tion		—.	
Does this RL concern gr	ant funding?		Yes □	No ₪		
If 'Yes', is the required I	RL Grant Worksheet	attached?	Yes □	No ⊠		
Is additional information	related to the RL at	tached?	Yes ⊠	No □		
Is RL related to previous	sly adopted legislatio	on?	Yes □	No ₪		
If 'Yes', please provide	Permanent Ordinanc	e/Resolution/Loc	cal Law number(s	s):	_	
	///	OFFICE USE ONLY				
Mayor:	Kulley	1/2/2				
Comptroller:	4			£		
Corporation Counsel:		w				
Finance Planni	ing MPA	PW/Parks □	Employees □	Rules/Special Studies		



144 Livingstone Avenue New Brunswick, New Jersey 08901 P: 732.253.0690 F: 732.253.0689

February 21, 2020

Ray L. Standish, PE
City Engineer
Engineering Department
City of Binghamton
38 Hawley St., City Hall
Binghamton, NY 13901

RE: City of Binghamton – Water Street and State Street Parking Structures Condition Appraisal

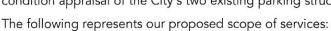
Dear Mr. Standish:

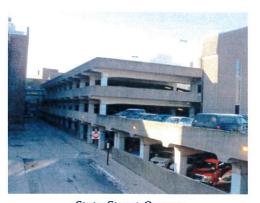
Timothy Haahs & Associates, Inc. (*TimHaahs*) is pleased to provide the City of Binghamton with our proposal to conduct the condition assessments for the two (2) City-owned parking structures located at State and Water Streets in Binghamton, NY. As we discussed, a condition appraisal of the entire facility is necessary to understand the full spectrum and costs of maintaining the facility and developing a restoration budget and plan.

TimHaahs is a multi-disciplined engineering, architectural, and mobility consulting firm specializing in the planning, design, operation, and restoration of parking and mixed-use facilities, as well as, access and mobility programs and services. In the past 25 years, we have completed close to 1,000 parking projects and 900,000 spaces. Our expertise has been cultivated by extensive experience with unique issues and requirements associated with parking facilities serving municipalities, including pedestrian connectivity, safety and security, and amenities. We provide exceptional service and practical strategy solutions for complex parking issues to a variety of clients. Since the inception of our firm, we have provided clients with condition appraisals and the full spectrum of restoration and garage maintenance services to cost-effectively maintain and extend the life of the facilities to the greatest extent possible. In the last four years alone, we have completed more than 80 parking facility restoration projects. TimHaahs has provided comprehensive asset management services for our clients including maintenance plan preparation, condition surveys, and full restoration engineering services. It is our goal to protect the value of your parking assets and extend their useful life.

PROJECT UNDERSTANDING

The six-tier, cast-in-place post-tensioned slab parking structure at State Street was constructed 51 years ago in 1969 and provides 590 parking spaces. The six-tier, cast-in-place post-tensioned slab parking structure at Water Street was constructed 50 years ago in 1970 and provides 672 parking spaces. Parking structures are unique facilities, designed to withstand extremely harsh conditions, including weather extremes, water infiltration, thermal expansion and contraction, vehicular traffic, and depending on the region, de-icing salts, and snow plows. A parking structure that is not properly maintained will experience detrimental consequences as a result of these conditions including leaking, structural deficiencies, premature concrete deterioration, and even safety hazards for users. The City of Binghamton seeks a proposal from a qualified engineering firm with expertise in the design and restoration of parking garages to undertake a condition appraisal of the City's two existing parking structures.





State Street Garage

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SCOPE OF SERVICES

Condition Appraisal

- Review construction plans and specifications for the Water Street and State Street Parking Structures, including any previous condition appraisals, repair documents, and repairs that have been completed to the facilities.
- 2. Conduct a visual observation of the structural elements of the garages to include the following:
 - Review supported floors, columns, beams and ceilings through visual observations to locate and document concrete spalling, cracking, leaching, leaking, joint conditions, and similar deterioration of the concrete portions of the structure.
 - Observe the condition of previous repairs.



Water Street Garage

- Observe the differential deflection as vehicles pass over the precast double tee joints in an effort to
 determine the extent of broken tee to tee connections. The exact quantity of broken tee to tee connections
 cannot be determined during the condition appraisal phase. However, this method is used to estimate a bid
 quantity. The exact quantity of broken tee to tee connections would be determined by *TimHaahs* once the
 tee to tee joint sealant is removed by the successful contractor during future construction phase.
- Promptly notify Binghamton if we observe conditions that require immediate shoring or structural repair.
- 3. Perform a chain drag delamination survey on portions of supported concrete floors to detect subsurface delamination, which may not yet be visible. The survey will be performed during off-peak parking times and will be coordinated, in advance, with the City of Binghamton.
- 4. Perform a visual review of the non-structural systems of the parking structures including:
 - Waterproofing systems such as the deck coating, expansion joints and sealant.
 - Exterior façade.
 - General conditions of floor drains and drain leaders.
 - Stair and elevator towers, handrails, guardrails, and other architectural features for visible deterioration that should be corrected.
 - Review the lighting system as it pertains to the condition of conduit and lighting levels throughout the structure. Measure average lighting levels and recommend lighting upgrades if required.
- 5. Summarize our findings and recommendations in a report that will include:
 - Identification of repair requirements based on extending the service life of the structures.
 - Photographic inventory.
 - Identification of any life safety issues in the garages to be addressed.
 - Summary of recommended repair program, including estimate of probable construction costs.
 - Prioritization of repair work (Year 1, Year 2, Year 3...).

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- Meet with Binghamton to review our findings, recommendations and repair programming.
- 6. We anticipate one (1) meeting and the necessary field visit(s) to undertake this assessment.

Material Testing

Due to the age of the parking structures, invasive testing of the concrete driving surfaces may be beneficial to evaluate the structural integrity of the concrete and perform material testing at portions of the supported slabs to determine the actual physical and chemical properties of the existing concrete. The testing results will allow *TimHaahs* to develop the most cost effective repair program with the goal of maximizing the service life of the parking structures. Should material testing be recommended based on our appraisal of the garages, *TimHaahs* can prepare a material testing RFP, solicit proposals, and retain a third party material testing agency to perform material sampling, lab testing and reporting. Based on our current knowledge of the ages and conditions of the structures, the following tests would be performed at locations selected by *TimHaahs* with concurrence from Binghamton.

- Survey of the depth of steel reinforcing within the concrete slabs using a pachometer or GPR. This information will be used to avoid reinforcing during the coring process and to chart the chloride content vs. depth of reinforcing to determine the probability of corrosion.
- Water-soluble chloride analysis (ASTM C1218) of cored concrete samples taken from selected locations to determine the extent and degree of potential chloride contamination of the elevated concrete floor slabs (½ inch slices of the cores will be tested at three depth increments; from 0" to ½", from 1" to 1½" and from 2" to 2½"). Additional baseline core samples will be taken from areas that are not likely to be exposed to deicing salts, such as the sides of beams. The baseline cores will be sliced and tested from 1" to 1½". We anticipate that a total of ten (10) core samples will be required, plus four (4) baseline samples.

Should material testing be undertaken, we will incorporate material testing results into the condition appraisal report to further inform repair recommendations:

- Comparison of chloride test results against baseline results.
- Discuss options to slow chloride absorption as well as corrosion induced deterioration.

SCOPE OF SERVICES EXCLUSIONS

The following services are <u>not</u> included in our proposal and fee:

- ADA assessment
- Security assessment
- A detailed façade inspection using rope access or swing scaffolding
- An evaluation of the elevator system or other mechanical equipment
- An evaluation of the Parking Access and Revenue Control Equipment
- Invasive testing of the concrete driving surfaces
- Restoration services such as construction documentation and specification preparation, bidding assistance, and construction administration services are NOT included in this proposal. However, upon completion of the condition appraisal and the establishment of a project budget by the City of Binghamton for restoration / repairs of the parking facilities, *TimHaahs* can immediately submit a proposal for these services at the request of Binghamton based on the defined scope and budget of the repairs to be undertaken.



Timothy Haahs & Associates, Inc

144 Livingstone Avenue New Brunswick, New Jersey 08901 P: 732,253,0690 F: 732,253,0689

FEE PROPOSAL

TimHaahs will provide the services outlined above for a lump sum professional fee of Thirty Two Thousand Five Hundred Dollars (\$32,500.00) as outlined below, inclusive of customary reimbursable expenses such as printing, mail, travel, etc. This fee is broken down by task as follows:

Condition Appraisal

\$32,500.00

Budget for Material Testing

TBD

We appreciate the opportunity to provide the City of Binghamton with our proposal, and we look forward to undertaking the work in a prompt and professional manner. For your reference, we have attached our Standard Terms and Conditions Form, as well as our Hourly Billing Rates. Please do not hesitate to contact us should you have any questions or need any additional information from us.

Sincerely,

Jim M. Zullo

Vice President

ENCL:

- 1. TimHaahs Standard Terms & Conditions Form
- 2. TimHaahs Hourly Billing Rates

AUTHORIZATION

Trusting the above is satisfactory, please sign and return one copy as our authorization to proceed.

Project		 *************************************		
Signed	 =	 	 	
Title	 		 	
Date				

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TERMS & CONDITIONS OF SERVICES

A. SCOPE OF SERVICES

The services to be provided by Timothy Haahs & Associates, Inc. (*TimHaahs*) have been set forth in the Proposal/Scope of Services/Contract Document. All services not specifically identified in the Proposal/Scope of Services/Contract Document are excluded from *TimHaahs* scope and will only be performed in accordance with a written amendment to the agreement outlining the exact services and the associated fees.

B. BILLING/PAYMENT

Payments for services and expenses are to be made in accordance with the Proposal/Scope of Services/Contract Document. Invoices will be submitted monthly along with reasonable supporting documentation if requested by the Client. Payment is due within forty five (45) days of invoice date regardless of whether Client has or has not already received payment or other monies by any other party. There shall be no retainage of fees unless otherwise agreed to in writing. Past due amounts are subject to an interest charge of either one and one-half (1 ½) percent per month or the maximum rate permitted by law. Client agrees to pay all costs associated with collection efforts. *TimHaahs* reserves the right to stop work and/or withhold any and all work product until invoices that are more than seventy five (75) days past due are paid in full. Client agrees that any delays, claims or losses associated with stopping of work under these circumstances will not be the responsibility of *TimHaahs* and are otherwise waived.

If the project is suspended or abandoned in whole or in part for more than three (3) months, *TimHaahs* shall be compensated for all services performed and expenses incurred prior to receipt of written notice from Client of such suspension or abandonment in an amount as determined in accordance with the Proposal/Scope of Services/Contract Document together with all reasonable termination costs and expenses.

C. STANDARD OF CARE

TimHaahs services as defined by the Proposal/Scope of Services/Contract Document shall be performed in a manner consistent with the level of skill and care ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. Client agrees that *TimHaahs* services will be rendered without any warranty, expressed or implied. Client agrees to give *TimHaahs* written notice within one (I) year of any breach or default under this section and to provide *TimHaahs* with a reasonable opportunity to correct such breach or default as a condition precedent to any claim for damages.

D. STANDARDS AND CODES

If the work outlined in the Proposal/Scope of Services/Contract Document is to be performed in accordance with codes or other standards and regulations, the edition or revision of said codes, standards and regulations in effect as of the date of the Proposal/Scope of Services/Contract Document will apply. Any revisions to documents or other additional work caused by the application of a more recent code, standard or regulation shall be considered a changed condition under the Proposal/Scope of Services/Contract Document. In addition, any revisions or additional work required by regulatory agencies which are not explicitly outlined in applicable codes, standards or regulations will also be considered a changed condition.

E. OPINIONS OF COSTS

TimHaahs will provide estimates of costs for remediation or construction as appropriate based on available data, designs or recommendations. However, these opinions are intended primarily to provide information on the range of costs and are not intended for use in firm budgeting or negotiation unless specifically agreed to in writing.

F. SAFETY

TimHaahs shall not have control or charge of, and shall not be responsible for, construction means, methods, techniques or procedures for safety precautions and programs in connection with the work of the Contractor, Subcontractors or other persons performing work or for the failure of these parties to carry out the work assigned to them.

G. HAZARDOUS CONDITIONS OR MATERIALS

Client agrees that *TimHaahs* shall not be responsible for the identification, evaluation, treatment or removal of any hazardous conditions or hazardous materials/substances. Should such conditions or materials be encountered, *TimHaahs* will take action to protect the health and welfare of their personnel and will notify the client for direction.

H. OWNERSHIP OF DOCUMENTS



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Client may use drawings, specifications, reports and other documents prepared by *TimHaahs* for the purposes outlined in the Proposal/Scope of Services/Contract Document only. These documents are not to be used on other projects, extensions of this project or for completion of this project by others, except by agreement in writing and with appropriate compensation to *TimHaahs*.

I. REVIEW OF CONTRACTOR SUBMITTALS

Review of contractor submittals (for example, shop drawings), if included in *TimHaahs* scope of services, is not conducted for the purpose of determining the accuracy and completeness of details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Client's agreement with the Contractor. *TimHaahs* review of contractor submittals shall not constitute approval of construction means, methods or techniques.

J. DISPUTE RESOLUTION

All claims, disputes and other matters in controversy between *TimHaahs* and Client arising out of or in any way related to the Proposal/Scope of Services/Contract Document will be submitted to alternative dispute resolution such as mediation (first) or arbitration (second) if mutually agreed upon by both parties as a precedent to other legal remedies. If a dispute arises related to the services outlined in the Proposal/Scope of Services/Contract Document and that dispute requires litigation instead of alternative dispute resolution, then: (a) the client assents to personal jurisdiction in the state of *TimHaahs* principle place of business; (b) the claim will be brought and tried in judicial jurisdiction to any other county where *TimHaahs* principle place of business is located and Client waives the right to move the action to any other county or judicial jurisdiction.

K. INDEMNIFICATION

TimHaahs shall indemnify and hold harmless, but not defend, Client, its employees, officers, directors, subsidiaries, subconsultants and agents from and against liabilities, damages, and costs, including reasonable attorney's fees arising out of the death or bodily injury to any person or the destruction or damage to any property, to the extent caused by the negligence or willful misconduct of *TimHaahs* in connection with the performance of services outlined in the Proposal/Scope of Services/Contract Document.

The Client shall indemnify and hold harmless *TimHaahs*, its employees, officers, directors, subsidiaries and agents from and against claims, demands and lawsuits, including reasonable attorney's fees to the extent arising out of or caused by the negligence or willful misconduct of the Client or contractors, consultants and others retained by the Client.

L. LIMIT OF LIABILITY

TimHaahs total liability for services provided shall not exceed TimHaahs fees for services or \$50,000, whichever is greater. Client agrees that all limitations granted herein to TimHaahs shall extend to those subcontractors, individuals and organizations retained by TimHaahs for performance of services outlined in the Proposal/Scope of Services/Contract Document.

M. CONSEQUENTIAL DAMAGES

In no event shall either party be liable to the other party for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income, loss of profits, loss or restriction of use of property, or any other business losses regardless if such damages are caused by breach of contract, negligent act or omission, other wrongful act, or whether either party shall be advised, shall have other reason to know, or in fact shall know of the possibility of such damages.

N. ENTIRE AGREEMENT

The foregoing terms and conditions are considered part of the Proposal/Scope of Services/Contract Document to constitute the entire agreement between *TimHaahs* and the Client. If any of these terms and conditions shall be judged null and void, it is agreed that the remaining terms and conditions shall remain intact.



HOURLY BILLING RATES

OFFICERS

President/Executive Vice President	\$330
Vice President / Principal	\$305

ENGINEERING / ARCHITECTURAL / PROJECT MANAGEMENT

Senior Parking Consultant	\$245
Senior Project Manager	\$245
Project Manager	\$225
Senior Engineer/Architect	\$220
Project Architect	\$215
Assistant Project Manager	\$160
Project Engineer/Designer	\$155
Project Technician	\$140
Parking Analyst	\$140

ADMINISTRATION

Business Manager	\$150
Administrative Assistant	\$125

Effective January 2020, the above rates are adjusted annually without prior notice.



COMPANY PROFILE

PARKING PLANNING & DESIGN

Timothy Haahs & Associates, Inc. (*TimHaahs*) understands the important role parking plays in development. TimHaahs is a multi-disciplined engineering, architectural, and mobility consulting firm specializing in the planning, design, operation, and restoration of parking and mixed-use facilities, as well as master planning for campuses, urban and high density areas, and transit related projects. Since our inception in 1994, we have completed close to 1,000 parking projects and 900,000 spaces. Our expertise has been cultivated by extensive experience with unique issues and requirements associated with parking facilities, including pedestrian connectivity, safety and security, and amenities. We provide exceptional service and strategic solutions for complex parking issues to a variety of clients.

Our approach to master planning in high density and urban areas is to integrate the parking solution with the pedestrian experience, creating active and vibrant "people places". Our primary focus is to create a sense of place and identity, built on shared gathering spaces. We seek to maximize the shared use of parking to create efficiency and economy.

Our architectural and engineering design expertise rests in our ability to plan and design structure that contain a significant parking component. This specialization has created value for our clients for the past 25 years through our considerable project experience and practical knowledge of these unique project types.

MIAMI ATLANTA PHILADELPHIA NEW BRUNSWICK

PROJECT AWARDS

Miami Design District
Museum Garage, Miami, FL
Best of Design of Mixed or
Multi-Use Parking Transportation
Facility, International Parking &
Mobility Institute, 2019
Award of Excellence for
Architecture, Florida Parking &
Transportation Association, 2018

Incyte Corporation
Parking Garage, Wilmington, DE
Eastern Pennsylvania and
Delaware Chapter of ACI,
Mid-Rise Garage Category, 2019

Miami Design District City View Garage, Miami, FL Award for Excellence for Architectural Achievement, International Parking Institute, 2016

SERVICES

ASSET MANAGEMEN Condition Appraisal Restoration Engineering Life Cycle Cost Analysis Operational Consulting Owner Representation Graphics & Wayfinding Maintenance Programs

ENGINEERING & ARCHITECTURE

Parking Structure Design
Mixed-Use Structure Design
Project Design Management
Functional Design
Architectural Design
Structural Engineering
Design Build Services
Sustainable Design



Master Planning Site Analysis Supply/Demand Analysis Feasibility Studies Shared Parking Analysis Due Diligence Reports Parking Consulting Financial Analysis











Union Station Parking Restoration, Expansion and Beautification, Washington, DC



ASSET MANAGEMENT AND

RESTORATION







Maintaining and Restoring Parking and Mixed-Use Structures

TimHaahs

Parking structures are unique facilities, designed to withstand externely hashs foodfloots, including weather extremes, water infiltration, thermal expansion and contraction, vehicular traffic, and depending on the region, de-icing salts, and snow ploos. A parking structure that is not properly maintained will experience derimental consequences including structural deficiencies, premature concrete deterioration, and even safety hazards for users.

Timhaahs provides comprehensive asset management services for our clients. These services include quality design procedures and maintenance plan preparation, condition surveys, and full restoration neighneeting services. It is our goal to maximize the value of your real estate assets, and to

extend the service life of parking and mixed-use structures

In an effort to help clients get as much use out of their parking structures as possible, maintaining them as valuable assets, we have performed numerous successful restoration projects, with services including:

Condition appraisals

Construction documentation

Preparation of maintenance manuals Preparation and implementation of Asset management plans Construction administration services







Plaza restoration

Full exterior brick façade replacement





installation







Review the structure to assars the expert of work. This includes the evaluation of all aspects of the structure from code compliance and equipment, to signinge and traffic patterns.







RESIDENT

SERVICES

CONSTRUCTION REPAIR WORK





PREVENTIVE

PLAN

TimHaans PROJECT COMPLETION

m



- Union Station Carage Restoration, Washington, DC
 Union Station Carage Restoration, Meanify of MacKey of Ma

Timothy Haahs & Associates, Inc. (TimHaahs) understands the important role parking plays in development. A multi-disciplined engineering and architectural firm, TimHaahs specializes in planning – master planning for campuses, urban and high density areas, and transit-related projects – and providing design services for parking and mixed-use buildings. The firm performs feasibility and operational studies, as well as restoration design services. TimHaahs' engineers, architects, and parking specialists focus on parking solutions, bringing a unique perspective to our clients in private corporations, real estate, education, healthcare, government, and transit.

Our approach to master planning high density and urban areas is to integrate the parking solution with the pedestrian experience – creating active and vibrant "people places." For campuses, our primary focus is to create a sense of place and identity, built on shared gathering spaces; for transit-related projects we seek to maximize the shared use of parking to create efficiency and economy. New Jersey Future recently recognized our master plan for Rahway Town Center in Rahway, New Jersey, with a "Smart Growth Award" for excellence in planning town center revitalization.

Our architectural and engineering design expertise rests in our ability to plan and design structures that contain a significant parking component. This specialization creates value for our clients through our considerable project experience and practical knowledge of this unique project type. Over the last decade, we have designed and provided consulting services for over 400,000 spaces.

The firm seeks to lead the parking planning and design industry through leadership in pivotal organizations such as the International Parking Institute, the Urban Land Institute, the American Planning Association, and the American Institute of Architects. TimHaahs is fully committed to increasing the knowledge of all staff members to better serve our clients, and the application of state-of-the-art technology to our project work. TimHaahs strives to help each of our clients realize their vision, providing new ideas, as well as creative and innovative concepts. Through our corporate mission, culture, and vision, we seek to provide services that are distinguished and that exceed expectations.

Planning

Engineering

Architecture

Parking

PLANNING AND DESIGN SERVICES

Condition Appraisals
Restoration Engineering
Life Cycle Cost Analysis
Operational Analysis
Owner's Representation
Parking Equipment Specifications
Parking Graphics/Wayfinding Systems

Parking Structure Design Mixed-Use Structure Design Project Design Management Functional Design Architectural Design Structural Engineering Design Build Services

Master Planning
Site Analysis
Supply/Demand Analysis
Feasibility Studies
Shared Parking Analysis
Due Diligence Reports
Parking Consulting

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550 Township Line Road, Suite 100 Blue Bell, PA 19422 Tel 484.342.0200 Todd J. Helmer, P.E. thelmer@timhaahs.com

ATI ANTA

12725 Morris Road, Deerfield Point 100, Suite 150 Alpharetta, GA 30004 Tel 770.850.3065 Michael D. Martindill mmartindill@timhaahs.com

MIAMI

40 NW 3rd Street, Suite 1102 Miami, FL 33128 Tel 305.592.7123 Timothy Haahs, PE, AIA thaahs@timhaahs.com

NEW BRUNSWICK

144 Livingston Avenue New Brunswick, NJ 08901 Tel 732.253.0690 James M. Zullo, CAPP, LEED AP, AICP jzullo@timhaahs.com



Legislative Branch

RL Number: Date Submitted

City Clerk, City Hall, Binghamton, NY 13901

607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information Request submitted by: Jared M. Kraham Executive Assistant to the Mayor Title/Department: 772-7001 **Contact Information: RL** Information A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A ONE **Proposed Title:** YEAR PARKING AGREEMENT EXTENSION, IN CONJUNTION WITH A ONE YEAR LEASE EXTENSION FROM THE BLDC AND THE IDA, WITH BOSCOV'S DEPARTMENT STORE, LLC TBD by Counsel **Suggested Content:** For 2020-2021 **Additional Information** Yes No 🗷 Does this RL concern grant funding? Yes No 🗷 If 'Yes', is the required RL Grant Worksheet attached? Is additional information related to the RL attached? No 🗆 Yes 🗷 Yes 🗷 No □ Is RL related to previously adopted legislation? If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): Perm. R19-43 OFFICE USE ONLY Mayor: Comptroller: **Corporation Counsel:** Rules/Special Studies

PW/Parks

MPA

Planning

Finance 1

Employees



THE COUNCIL OF THE CITY OF BINGHAMTON STATE OF NEW YORK

Date: May 22, 2019

Sponsored by Council Members: Matzo, Papastrat, Scaringi, Cronce, Scanlon

Introduced by Committee: Finance

RESOLUTION

entitled

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A ONE YEAR PARKING AGREEMENT EXTENSION, IN CONJUNCTION WITH A ONE YEAR LEASE EXTENSION FROM THE BLDC AND THE IDA, WITH BOSCOV'S DEPARTMENT STORE, LLC

WHEREAS, the City of Binghamton wishes to enter into a one year extension of the Parking Agreement with Boscov's Department Store, LLC ("Boscov's") for parking at the Water Street Parking Ramp; and

WHEREAS, the Parking Agreement is a material element of a Lease Agreement, which is also proposed to be extended for one year, among Boscov's, the Binghamton Local Development Corporation ("BLDC") and the Broome County Industrial Development Agency ("BCIDA").

NOW, THEREFORE, the Council of the City of Binghamton, duly convened in regular session does hereby:

RESOLVE, that the Mayor, or his designee, is hereby authorized to enter into a one year extension of the Pakring Agreement and corresponding Lease Agreement, approved as to form and content by the Office of Corporation Counsel, with Boscov's Department Store, LLC.

Sponsored by City Council Mambare.	Permanent No.	Introductory No.
Supplied Manharet	R19-43	R19-44

Sponsored by City Council Members: Matzo, Papastrat, Scaringi, Cronce, Scanlon

WITH A ONE YEAR LEASE EXTENSION FROM THE BLDC AND THE IDA, WITH BOSCOV'S DEPARTMENT STORE, LLC ENTER INTO A ONE YEAR PARKING AGREEMENT EXTENSION, IN CONJUNCTION A RESOLUTION AUTHORIZING THE MAYOR TO

the City of Binghamton. The within Resolution was adopted by the Council of

Date 0

City Clerk

Date Presented to Mayor

Date Approved

Mayor

Total	Councilman Scanlon	Councilman Matzo	Councilman Papastrat	Councilman Taylor	Councilwoman Cronce	Councilman Livingston	Councilman Scaringi	
_		<	\mathcal{L}_{i}	,	<	/	<	Ayes/
2				<	/	<	,	Nays
								Abstain
	<	\						Absent

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	of Bing
	y of Binghamton

Adopted _Ayes _2 Nays _O Abstain _1 Absent ☐ Defeated

by the Mayor on copy of the legislation adopted by the meeting held on 2 Council of the City of Binghamton at a I hereby certify the above to be a true _. Approved

November 1, 2019

Jim Boscov, CEO Boscov's, Inc. 4500 Perkiomen Ave. P.O. Box 4116 Reading, PA 19606-0516

Re: Boscov's - City of Binghamton

Dear Mr. Boscov:

This letter confirms that the Lease Agreement and Parking Agreement, last dated May 10, 2013, are extended for a period of one (1) year from May 1, 2019, to April 30, 2020. The Rent for May 1, 2019, to April 30, 2020, is \$135,061 and shall be paid as required in Section 2. No "Major Replacements" are due under Section 4. The Lease Agreement will otherwise remain in full force and effect. Please execute a copy of this letter and return same to the undersigned. This extension may be executed in several counterparts. A fully executed set will be provided to all parties.

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Very Truly Yours,
1-11 0, 19.
Myland Land
Richard C. David, Mayor

Boscov's Department Store, LLC	
By: Tusself Ciflerm	Date:11/1/19
Russ Diehm, CFO	
Broome County Industrial Development Agency By: Stacey Duncap, Executive Director	Date: 11/5/19
Binghamton Local Development Corporation By: Robert Murphy, Executive Director	Date: 11/6/19

City Hall * 38 Hawley Street * Binghamton, NY 13901 * www.cityofbinghamton.com

PH: (607) 772-7013 FX: (607) 723-6164